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3 **UNITED STATES DISTRICT COURT**
4 **DISTRICT OF NEVADA**

5 WILLIE THURMOND and DAVID
6 THOMAS, Individually and on behalf of
7 others similarly situated,

8
9 Plaintiff,

10 vs.

11 PRESIDENTIAL LIMOUSINE,
12 PRESIDENTIAL LIMOUSINE, A
13 NEVADA CORPORATION, and
14 PRESIDENTIAL LIMOUSINE
CONCIERGE SERVICE, INC., and
BRENT J. BELL,

Defendants.

CASE NO.: 2:15-cv-01066-MMD-
PAL

**ORDER GRANTING FINAL
APPROVAL OF CLASS AND
COLLECTIVE ACTION
SETTLEMENT**

15 On January 4, 2019, the Court considered the parties' Joint Motion for an
16 Order Granting Final Approval to Class Action Settlement; Approving Payment of the
17 Settlement Administrator's Fees; and Entering a Final Judgment, the Court also hearing
18 at that time the Plaintiffs' Counsel's Unopposed Motion for Order Granting Proposed
19 Award of Attorneys' Fees and Costs and Approval of Named Plaintiff Service Awards.
20 The Court finds and orders as follows:

21
22 1. For the purposes of this Order, the Court adopts all defined terms as set
23 forth in the Stipulation of Settlement ("Stipulation"), previously filed with this Court.

24 2. This Court has jurisdiction over the subject matter of this litigation and
25 personal jurisdiction over the named-plaintiffs, all Class members, and Defendants.

26 3. The Court finds that the distribution of the Notice of Settlement of Class
27 and Collective Action ("Notice") which was carried out pursuant to the Stipulation,
28 constituted the best notice practicable under the circumstances and fully satisfies the

1 requirements of Fed. R. Civ. P. 23, the Fair Labor Standards Act (the "FLSA"), and any
2 other applicable law.

3 4. Pursuant to Fed. R. Civ. P. 23(e) and the FLSA, the Court grants final
4 approval of this settlement and finds that the settlement is fair, reasonable, and adequate
5 in all respects, including the attorneys' fees, costs, and Class Representative Service
6 awards provisions. The Court specifically finds that the settlement confers a substantial
7 benefit to settlement class members, considering the strengths and weaknesses of
8 Plaintiff's claims and the risk, expense, complexity, and duration of further litigation.

9 5. The response of the class supports settlement approval. The Court finds
10 that zero (0) Class Members have objected to the Settlement. Three (3) Class Members
11 have requested exclusion from the Settlement. Those persons are identified in the
12 Declaration of the Settlement Administrator on file with the Court as Eleanor M. Miller,
13 Douglas J. Vincent, and Bryant Odis Johnson. Such persons are not subject to any of
14 the provisions of the Settlement. Further, Bryant Odis Johnson, as a prior FLSA consent
15 filer plaintiffs has excluded himself from this case and is dismissed from this case and
16 granted leave to recommence his FLSA claims in a new lawsuit. Such new lawsuit, if it is
17 filed within 60 days from this Order, shall be deemed commenced for Bryant Odis
18 Johnson for statute of limitations purposes on the date that he filed his FLSA consent to
19 joinder in this case. Nearly 34% of the Class has filed timely and valid claims. These 129
20 individuals have claimed, and will be paid, approximately \$78,965.68 from the Settlement
21 Fund.
22

23 6. The Court finds that the Stipulation was the product of protracted, arm's
24 length negotiations between experienced counsel representing the interests of both sides,
25 which supports approval of the settlement in accordance with the standards set forth in
26 the joint motion for final approval of settlement.

27 7. The Court confirms the appointment of Leon Greenberg and Dana
28 Sniegocki of Leon Greenberg Professional Corporation as class counsel for the

1 settlement class and approves their requests for attorneys' fees of \$94,000.00 and an
2 expenses payment of \$9,039.55 from the Settlement Fund for their services on behalf of
3 the Plaintiffs and the Class. The Court finds that the foregoing awards from the
4 Settlement Fund are fair and proper for the reasons detailed in the declaration of Plaintiffs'
5 Counsel submitted to this Court.

6 8. The Court also finds that Simpluris as Claims Administrator shall be paid
7 an award for Administration Costs of \$7,815.00 for administering the Settlement in this
8 matter.

9 9. The Court confirms the appointment of Willie Thurmond and David
10 Thomas as the Class Representatives. It also approves and directs the payment of
11 \$5,000 to each of them, to be paid from the Settlement Fund, as Class Representative
12 Service Awards for prosecuting this case successfully and securing the recovery for the
13 Class and such awards shall be so paid as set forth in the Stipulation.

14 10. Except as stated in this Order, all other terms of the Settlement will
15 remain as stated in the Stipulation and all accompanying documents and the Orders of
16 this Court.

17 11. The Court directs the parties to effectuate the settlement terms as set
18 forth in the Stipulation and the Claims Administrator to calculate and pay the claims of the
19 class members in accordance with the terms set forth in the Stipulation.

20 12. Upon entry of this Order this case will have resulted in a Final
21 Judgment in respect to all claims and all parties and the Complaint will be dismissed with
22 prejudice.

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1 This Court will retain jurisdiction for purposes of enforcing this Settlement,
2 including payment of the settlement fund, addressing settlement administration matters,
3 and addressing such post-judgment matters as may be appropriate under court rules or
4 applicable law.

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7 **IT IS SO ORDERED**

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9 DATED: January 4, 2019.

A handwritten signature in blue ink, appearing to read 'Miranda M. Du', is written over a horizontal line.

HON. MIRANDA M. DU
DISTRICT JUDGE